



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Technical Support Services, Inc.
File: B-232488
Date: November 9, 1988

DIGEST

Agency properly allowed correction of apparent clerical error in bid which resulted in displacement of low bidder where the mistake in the bid and the intended bid were ascertainable substantially from the face of the bid.

DECISION

Technical Support Services, Inc. (TSSI), protests the award of a contract to Sterling Services, Inc., under invitation for bids (IFB) No. DAKF19-88-B-0046, issued by the Department of the Army for transportation services at Fort Riley, Kansas. The protester argues that the agency improperly corrected a mathematical error in Sterling Services' bid, thereby displacing TSSI as the low bidder.

We deny the protest.

The IFB was issued on June 20, 1988, and in section B called for firms to submit bids on several line items for a base year and four 1-year options. The bid schedule for each contract year appeared as follows:

Item No.	Description	QTY	UN	Unit Price	Amount
0001AA	Transportation Motor Pool Operations, Maintenance and Repair Services	12	MO	\$ _____	\$ _____
0001AB	Provide Intra-post bus services	12	MO	\$ _____	\$ _____
0001AC	Provide Intra-post Military Taxi Service	12	MO	\$ _____	\$ _____

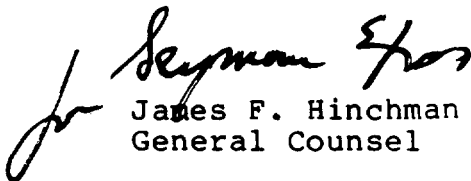
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adjustment was made to the prices bid by Sterling Services. The agency also argues that the actions which it took did not result in a displacement of TSSI as low bidder because that firm was never the low bidder.

We conclude that the agency properly corrected Sterling Services' bid. Under FAR § 14.406-2 (FAC 84-12), a contracting officer is authorized to correct a clerical mistake in a bid without further agency approval after the bidder verifies the intended bid. Tetronix, Inc., B-219981, Nov. 27, 1985, 85-2 CPD ¶ 611. In such a case, to be corrected as a clerical error, both the mistake and the intended bid must be apparent from the face of the bid. Id.

In this case, we think that the Sterling Services bid contained an apparent clerical error. Both the error and the intended bid can be ascertained from the face of Sterling Services' bid. Both its unit and extended prices are in agreement, and all five contract years (base and four options) reflected the simple mathematical error of adding \$190,000 in repair parts that were not to be evaluated to the overall contract year's price. Thus, the bid also shows a clear pattern of erroneously adding \$190,000 for each contract year. We also note that the apparent nature of the mistake and intended bid is highlighted by the fact that four other firms committed the same error, as did the protester who ultimately discovered and corrected the error before bid opening. While FAR, § 14.406-2 (FAC 84-12) requires that the contracting officer attain verification prior to correction, we think that here the error was so obvious and the intended bid so clear, that no other bidder was prejudiced by the contracting officer's failure to do so. In other words, we conclude that the agency's procedural error was minor and did not ultimately prejudice either the protester or any of the other bidding firms.

The protest is denied.


James F. Hinchman
General Counsel